

***MODEL* COUNTY TRAFFIC POLICING FOR COUNTY ROADS AGREEMENT**

THIS AGREEMENT is between the duly elected ***MODEL*** County Sheriff, hereafter referred to as “CSO”, and the duly elected ***MODEL*** County Board of County Commissioners, hereafter referred to as “BOCC”.

Section I Purpose

The purpose of this agreement is to provide accountability for an appropriate diversion of County Road Funds for the enforcement of the laws, ordinances, resolutions, rules, regulations and policies pertaining to county roads within ***MODEL*** County. In addition, issues and concerns of the Road Department as they pertain to construction and maintenance areas on the roadways, damage to equipment and traffic signs, and potential liability of the County shall be a part of this agreement.

The diversion of County Road Funds and this agreement are necessary for the health, safety and welfare of the citizens of ***MODEL*** County.

Section II Services and Implementation

The BOCC agrees to provide a maximum annual amount from the County Road Fund to the General Fund for the exclusive use of the CSO for the sole purposes of providing traffic policing and road related services. THE BOCC shall determine the amount during the annual budget process through consultation with the County Engineer, County Sheriff, and other County Officials engaged in development of the County Road and County Sheriff’s budgets. These funds shall be made available for expenditure on a reimbursable basis, to be used exclusively for the following county road and traffic policing purposes:

1. Speed limit enforcement and accident investigation;
2. reducing unsafe road and right-of-way conditions;
3. removing abandoned vehicles from the county road and rights-of-way;
4. removing roadway and right-of-way obstructions;
5. illegal littering and dumping on county road rights-of-way;
6. oversize vehicle (weight, length, width and height) violations;
7. sign damage investigation and enforcement;
8. road condition enforcement, including mud, water, or detritus spills;
9. rights-of-way encroachment investigation and enforcement;
10. maintenance and construction zone traffic control;
11. county vehicle accident investigation., and
12. other activities clearly related to County Road law enforcement needs.

Within 90 days of execution of this agreement, the CSO and County Engineer shall develop a Sheriff's Memorandum of Understanding (SMOU) to meet the requirements set out in this agreement. The SMOU shall contain as a minimum the following elements:

1. Contact information for both the CSO and the County Engineer's Office, both central office and field units;
2. other required mechanism(s) for coordination between the CSO and the County Engineer's Office;
3. planned number of personnel assigned to traffic policing;
4. planned hours expected to be used for traffic policing;
5. basis for hourly reimbursement, including the attributable indirect costs;
6. reimbursement schedule and billing form;
7. reporting on CSO traffic policing and Road Department related law enforcement activities to both the BOCC and the County Engineer on a regular basis, not to exceed quarterly.
 - a. Reporting shall be at a sufficiently detailed level, including hours worked on activity types, to provide adequate information to allow the County Engineer to meet the requirements for appropriate expenditure and reporting of County Road Funds under state laws and regulations.
 - b. The County Engineer will provide additional information to the CSO as required on reporting requirements.

While these are the primary duties to be performed under this SMOU, Sheriff's Deputies funded by road funds are Sheriff's employees, supervised by Sheriff's supervisors. Deputies will be available to respond to accidents, incidents and criminal complaints on an as needed, high priority, basis.

The Sheriff's Department will provide the vehicles and all other equipment and training needed for traffic policing and law enforcement activities. Any costs in addition to the annual amount set in the budget will be the responsibility of the Sheriff's Department.

Section III **Allocation of Risks**

The parties to this agreement recognize that each is a department of *MODEL* County, a municipal corporation and that any liability of either department incurs liability for the municipal corporation, *MODEL* County.

Section IV **Reimbursement**

As consideration for the services provided under this agreement, the County Engineer shall reimburse the Sheriff on a regular periodic basis as agreed in the SMOU. Payment shall be in an amount that will cover properly accounted and accrued direct and indirect labor costs,

equipment rental, and other direct expenses used in the course of providing the agreed services. The total amount of reimbursement shall not exceed the amount agreed to in the budget process. The form attached to this agreement and identified as "Exhibit A" shall be used for all requests for reimbursement. All reimbursements shall be made on the basis of supporting documentation maintained by the Sheriff that specifies how funds were spent in road use investigation for road purposes as designated in RCW 36.79.140.

Section V **General**

A. Modification: No change or addition to this agreement shall be valid or binding upon either party unless such change or addition be in writing, executed by both parties.

B. Extent of Contract: This agreement shall be in effect from January 1, ____ to December 31, ____ unless otherwise terminated in accordance with the provisions herein.

C. Termination: In the event of termination, the County Engineer shall be liable for payments on a pro rata basis for only those services rendered prior to the effective date of termination.

The Board of Commissioners, the Sheriff, and the County Engineer will review this agreement and the success of the traffic policing program annually during the budget process. Funding for traffic policing is dependent on success of the program and the ability of the County and Road Fund to fund such activities, and the overall prioritization of traffic policing compared with other Road Fund needs.

Dated this _____ day of _____, 2004.

COUNTY SHERIFF:

(NAME), Sheriff

BOARD OF COUNTY COMMISSIONERS:

(NAME), Chair

(NAME), Member

(NAME)_____, Member

Attest: _____(NAME)_____

Clerk of the Board

Approved as to Form

(NAME)_____, Prosecuting Attorney

EXHIBIT 'A'

Request for Reimbursement

From _____ to _____
mm/dd/yyyy mm/dd/yyyy

Officer Name	Hours Worked	Pay Rate	Indirect ____%	Total Reimburse
Subtotal				

Vehicle ID	Miles	Rental Rate		Total Reimburse
Subtotal				

Description of Expensed Item	Total Reimburse
Subtotal	

Total Reimbursement this Period	
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I certify that all expenses claimed were for traffic policing and County Road law enforcement services.

Dated this _____ day of _____, 2004.

_____, *MODEL* County Sheriff